Bangalore Electricity Supply Company Limited

(Wholly owned Govt. of Karnataka undertaking)

REQUEST FOR PROPOSAL (RFP)

BESCOM invites Electronic Bids from eligible Bidders for availing the Services mentioned below, under Competitive Bidding against tender enquiry no.

Enq. No: BESCOM/GM (A&HR)/BC-50/2570/01/2024-25

FOR

"Providing Technical Assistant/IT Assistant/Engineer manpower services on Outsource basis to various offices of BESCOM.

Issued by:
The General Manager (A & HR),
BESCOM, Belaku Bhavan, Corporate office
K.R Circle, Bangalore-560001

Disclaimer

This Request for Proposal (RFP) is Engaging *Technical Assistant/IT Assistant/Engineer manpower services on Outsource basis to various offices of BESCOM.* of Karnataka. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither BESCOM, nor any officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of BESCOM. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. BESCOM shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers, employees, consultants, and experts of BESCOM, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

BESCOM shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of BESCOM in selecting the Agency who qualifies through this RFP shall be final and BESCOM reserves the right to reject any or all the bids without assigning any reason thereof. BESCOM may terminate the RFP process at any time without assigning any reason and upon such termination BESCOM shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BESCOM or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and the BESCOM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the selection process

BANGALORE ELECRICITY SUPPLY COMPANY LIMITED

(Wholly owned Government of Karnataka Undertaking)
Corporate Office, K.R. Circle, Bengaluru:560001

VOLUME-I

SECTION – ITB (INSTRUCTION TO BIDDERS)
ENQUIRY No. BESCOM/BC-50/GM (A&HR)/2570/01/2024-25

1. **Scope of the tender:**
   The General Manager (A&HR), Corporate Office, Ground Floor, K.R. Circle, Bengaluru-560001 on behalf of Bangalore Electricity Supply Company Limited, invites tender through **e-procurement portal (www.eproc.karnataka.gov.in) for availing services of *Technical Assistant/IT Assistant/Engineer manpower services on Outsource basis to various offices of BESCOM.* on contract basis for a period of One year.**

2. **Contract period:**
   The contract period is for a period of one year from the date of contract order. BESCOM reserves the right to extend the services for further period of one year on the same terms and conditions on good performance of service by the agency.

1. Enquiry No.	**BESCOM/BC-50/2570/01/2024-25**
2. Tender processing fee	**Refer e-procurement website** www.eproc.karnataka.gov.in
3. Total amount put to Tender	**Rs. 45 Lakhs. (Excluding Service charges & GST)**
3. Earnest Money Deposit	**Rs. 90,000/-** i.e., @ 2% of the total amount put to tender. For details refer EMD clause.
4. Due date for submission of Bids	**05.12.2024 upto 16:00 Hours**
5. Tender System	Two Cover Tender
6. a) Date of opening of Techno commercial bid b) Date of opening of Price Bid	**a) 07.12.2024 at 11:00 Hrs** **b) *Will be opened in e-procurement portal after completion of techno commercial evaluation. Separate intimation regarding date of opening of price bid will not be issued.***
7. Name of the Services	**Availing 15 Nos. manpower services of *Technical Assistant/IT Assistant/Engineer manpower services on Outsource basis to various offices of BESCOM.* on contract basis for a period of One year.**
8. Schedule of requirements	**As mentioned in the tender documents**
9. General Terms and Conditions	**Enumerated in Vol-II**
10. Price Proposal	**The bidder should quote only the service charges in percentage (%)**

3. Issue of Tender documents.

Bidders can download the tender documents from e-procurement portal from **21.11.2024 @ 16.00 Hours to 05.12.2024 up to 16:00 Hours** (Free of cost) and Techno Commercial bid will be opened on **07.12.2024 @ 11.00 Hrs.**

4. Submission of tender documents.

All the Tender Documents shall be submitted through e-Procurement Portal on or before Last date of bid submission as mentioned in e-Procurement Portal.

The technical bids will be opened on **07.12.2024 @11:00 Hrs**. as mentioned in the e-procurement portal. Date of opening of Price bids will not be intimated separately and will be opened in e-procurement portal after completion of the techno-commercial evaluation.

5. QUALIFYING REQUIREMENTS

Technical Criteria:	**Documents to be uploaded**
1. The Bidder should be in existence as any of the following: a) Company incorporated in India under the Companies Act 1956/2013 including any amendment thereto;	**1)** Certificate of Incorporation issued by Registrar of Companies as per Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the Company. **2)**Annual filings (E-Forms AOC-4, MGT-7) filed by the Company to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding TWO financial years. **3)** Declaration in Form MBP-1 from Directors of the Company stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender(s).
b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act 2008 including any amendment thereto;	**1)** Certificate of Incorporation issued by Registrar of Companies as per LLP Act-2008. **2)**Limited Liability Partnership Agreement of LLP. **3)** Form 11- Annual Return filed by LLP to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding TWO financial years.
c) **i**.) Partnership Firm under Partnership Act 1932 in India; **ii.**) Sole Proprietorship Concern	**1)** Partnership Deed, GST Registration Certificate. **2)** Shops & Establishment Registration Certificate, as applicable. **1)** PAN/GST Registration Certificate.

2. a) The bidder/agency should have a valid 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., Form 'C' Nature of business should be 'Manpower supply/services'. b) The bidder/agency's registered office should be in Karnataka state.	a) Valid 'Registration certificate of Establishment' issued by the Department of Labour, Government of Karnataka. i.e., Form 'C' should be uploaded. Wherein the Nature of business should be 'Manpower supply/services' b) Address proof should be uploaded.
3. a) The bidder/agency should have provided **80%** of the tendered manpower services i.e., Technical Assistants /IT Assistants/Engineers having the Engineering degree qualification in E&E/E&C/CS/IS/IT, to the Government/ KPTCL/ ESCOMs departments in Karnataka continuous ONE year in a single contract/work order during the last Five years as on the date of bid opening. b) "Work Performance Certificates" for the above said contract/work order issued by concerned department shall be uploaded.	a) The Work Award/Order copies for providing outsource Technical Assistants/IT Assistants/Engineers having the Engineering degree qualification in E&E/E&C/CS/IS/IT to theGovernment/KPTCL/ESCOMs departments in Karnataka continuous ONE year in a single contract/work order during the last Five years as on the date of bid opening. as per the QR shall only be uploaded. b) "Work Performance Certificates" for the above said contract/work order issued by the concerned Award issuing authority of the respective department shall only be uploaded.
c) The bidder/agency shall possess the following registration certificates in the name of the agency - a) EPF Registration Certificate b) ESI Registration Certificate. c) PAN Card. d) GST Registration Certificate.	**EPF,ESI,PAN,GST** Registration certificates should be uploaded
5. The Bidder/agency should not have been black listed by any entity.	Self-declaration certificate by the bidder on notarised stamp paper of Rs.500/- shall be uploaded.
6. Bidder/agency should not have defaulted in providing manpower services, payment of wages and remittance of EPF, ESI, GST etc., and other statutory payments /deductions as per the Labour norms.	Self-declaration certificate by the bidder on notarised stamp paper of Rs.500/- shall be uploaded.

7. Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: "I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"	Self-declaration certificate by the bidder on notarised stamp paper of Rs.500/- shall be uploaded.
Financial Criteria:	**Documents to be uploaded**
8. The annual turnover shall not be lesser than **two times** the amount put to tender in any one of the previous five financial years i.e., 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24.	Chartered Auditor certified five years P&L A/c and Balance Sheet and IT returns as per the QR shall be uploaded. Annual turnover for the period i.e., 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24..certified by the Chartered Accountant shall also be uploaded.
9. The Liquid Assets as on 31.10.2024 or at a later date before submission of the bid (Cash at Bank + Term Deposits + availability of fund based credit facility in any scheduled Commercial Bank) shall not be lesser than **25%** of the amount put to tender. Availability of fund based credit facility shall be supported by a certificate issued by any scheduled commercial Bank duly indicating the sanctioned amount, amount utilized and balance available.	The cash at Bank and term deposits with the Bank as on the date of bid submission shall be supported by the certificate issued by the scheduled Bank with whom the bidder has the banking facility shall be uploaded along with the Bank pass sheet. The availability of fund based credit facility shall be supported by a certificate issued by the scheduled Bank with whom the bidder has the banking facility. Bidder should upload the Banker's Certificate as per the 'Format of Banker's Certificate' annexed to the bid.

General Conditions:

1. The Bidder shall upload all the necessary documentary proof in support of the Qualifying Requirements in the e-procurement portal. Non-submission of the proof of documents shall lead to disqualification.
2. The bidder should quote only the Service Charges in percentage (%).
3. Bids will be evaluated only on the basis of Service Charges quoted by the bidders.
4. In case of more than one bidder happens to be L-1, selection will be done on the basis of- Highest total TURNOVER of the agency in last 5 years i.e., during 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24.

Note: 1. Clarification to the Sl. No. 7 above are as follows-
"Bidder (including the term tenderer', Consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" for the purpose of this Order means: -

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

I. The beneficial owner for the purpose of above clause will be as under:
(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an un-incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

6. INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

- The bid must clearly indicate the name of the bidder and agency, the type of **services to be provided.**
- **Details of Payments Receipts shall also be uploaded towards payment of Professional Tax, EPF, ESI and GST.**
- The documentary evidence in respect of qualifying requirements shall be uploaded by the bidder in the form of **Electronic**/**Scanned** copies in the e-procurement Portal by the participating Bidders.
- Failing to upload any of the documents shall lead to disqualification of the bid/agency/bidder to participate in the tender.
- In case the uploaded bid documents could not be opened/not visible at the time of opening of the Techno-Commercial bids, the bids are liable for rejection.
- Notwithstanding anything stated herein above, General Manager (A&HR), BESCOM reserves the right to waive any minor non-conformity or any minor irregularity in an offer, if they do not affect the capability of the bidder to perform contract.
- In the event of the information furnished by the bidder found to be false at any stage of tendering, General Manager (A&HR), BESCOM at his discretion may take action against such bidders and may forfeit the did security deposit and disqualify such bidder and blacklist the agency.
- In the event of the information furnished by the bidder found to be false during the execution stage, General Manager (A&HR), BESCOM at his liberty to cancel the contract order and may forfeit the security deposit against the contract order and may blacklist the agency and recover the losses and levy the liquidated damages.
- If any false declaration is submitted by the bidder, BESCOM reserves the right of rejection of contract and forfeiting of performance guarantee submitted by the agency.
- Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified apart from forfeiting EMD, if found to have made misleading or false representations in statements and attachments submitted as proof of the qualifying requirement and /or record of poor performance such as not properly completing the contract of financial failures etc.,
- The bidder shall indicate any deviations to terms & conditions if any, other-wise it will be presumed that, the bidder has accepted terms & conditions of the tender.

- After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agency's orders will be cancelled without any notice, apart from initiating legal action.
- BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
- The tender which is not submitted through e-procurement portal and also non-submission of EMD is liable to be rejected.
- BESCOM will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.
- The Tenderer should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- The person/bidder who is having criminal background or insolvent is not eligible to participate in the tender.
- The offers shall be in general conformity with the specifications. Any Technical/Commercial deviations from the specifications shall be clearly brought out in the Techno Commercial of the offer. If deviation certificate is left unfilled, it will be treated as there are no deviations and the bidder has accepted the tender conditions.
- **In the areas where ESI Act is not covered, the bidder shall obtained insurance cover for the Workmen's Compensations for such outsourced staff in lieu of ESI.**
- The Agency should have the license as required under the Contract Labour (Regulation and Obligation) Act, 1970 and Karnataka Rules, 1974 and its amendments.
- The said Agency shall maintain relevant registers and records under the applicable enactments.
- If the Agency assigns or sub-lets the obligations under the agreement, the work order awarded shall automatically stand cancelled.
- The Agency shall ensure that one of its representative/supervisor is available at the pre-notified address with contact number so that they can be contacted in case of need, at any time i.e. 24*7 on all 365days.
- The name, address and Mobile numbers along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.
- **In the event of agreement being extended the successful bidder shall continue to provide outsourced staff on the same terms and conditions of the agreement.**
- **In case of any unsatisfactory performance of the agency BESCOM has the right to cancel the contract order at any time.**
- **The total quantity of personnel required to various offices of BESCOM noted above are provisional and subject to change.**
- **The successful bidder should provide the above required staff as per the specified qualifications studied in Karnataka and by reserving 17% to Scheduled caste, 7% to Scheduled tribes, 33% for women.**

7. Requirement of Personnel with Qualification:-

Following are the requirement of minimum qualification and knowledge.

Sl. No.	Name of the Manpower	Minimum Qualification required	Purpose for which Manpower required
1.	***Technical Assistant/IT Assistant/Engineer***	Having the Engineering degree qualification in E&E/E&C/CS/IS/IT or equivalent with ONE year experience.	Assistance to Officers

8. The normal working hours for the staff:

i) General – 10.00 am to 5.30 pm from Monday to Saturday.

9. Supervision:-

The Agency shall inspect from time to time and ensure satisfactory performance of the staff so provided by them.

The Agency shall state that the staff deployed by him to work and to discharge duties as per the instructions of the concerned officer.

10. Remunerations:-

Bidder shall be responsible for the payment of salaries and other benefits, including applicable ESI, EPF, etc.,if any and any other statutory liabilities to its staff. **BESCOM will not be responsible for non-payment of remunerations to the staff/Personnel under any circumstances.**

11. Mode of payment:

- Payment will be made on monthly basis on submission of the bills by the agency along with the required details/documents to the concerned office.
- The successful bidder/agency shall submit pre-receipted bill in duplicate with the certification of the concerned section/head of the office for satisfactory completion of the work for payment of remuneration of the availed manpower before 5th of the succeeding month along with the attendance register maintained by the agency.
- The payment shall be restricted to the number of Manpower services availed during that particular month as certified by the concerned section/office head of the BESCOM.
- Payment of bills will be made on monthly basis after effecting applicable deductions/recoveries.
- It is mandatory that the agency should make the payment to its employees within 5th of every month irrespective of payment received from BESCOM.
- The agency should produce bank statement of each employee as a proof for having paid the previous month salary and also produce salary slip of each employee with EPF,ESI code and deductions if applicable.
- The agency should also produce attested copy of the challan paid consisting employee wise details of EPF, ESI paid with ECR sheet if applicable.
- The agency should also produce attested copy of the GST paid during previous month to the respective Govt /Central authorities.
- Each year during the month of December, Labour Welfare Fund has to be paid to the Karnataka Labour Welfare Board, The payment details pertaining to this has to be furnished in the next subsequent monthly bill.
- In case the agency fails to fulfill the statutory requirement as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the

contract and the agency will be blacklisted and forfeiting of the monthly bills and Performance security deposit.

12. Dispute:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the **Hon'ble Managing Director, Corporate Office, BESCOM, K.R.Circle, Bengaluru-01** whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate Courts in Bengaluru only and in case of any dispute between the Agency and the engaged Manpower, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

13. Arbitration:

Any dispute or difference or claim arising out of or in connection with or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre- by one or more Arbitrators appointed in accordance with its rules.

15. COST OF BIDDING

The Bidder **shall bear** all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

16. CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the e-procurement web site.
	Volume-I
	Section-ITB-Instructions to Bidders
	Volume-II
	Section-GCC-General Terms and Conditions of Contract
	1. Bid Form – **Annexure – 1** **2.** Declaration by the Bidder – **Annexure – 2** **3.** Techno-commercial sheets/ Qualifying Requirements –**Annexure-3** **4.** Additional information – **Annexure – 4** **5.** Format of Banker's Certificate- **Annexure-A**

17. UNDERSTANDING OF BID DOCUMENTS.

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to upload all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

18. CLARIFICATIONS ON BID DOCUMENTS.

- If the prospective Bidder finds discrepancies or omissions in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification to BESCOM. The BESCOM will issue interpretation(s) and clarification(s) as it may think fit in writing.

  After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Instructions to Bidders. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify BESCOM in writing. BESCOM will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which receives not later than seven days prior to the deadline for submission of bids.

  Verbal clarification and information given by BESCOM or to employee(s) or its representative(s) shall not in any way be binding on BESCOM.

19. AMENDMENT TO BIDDING DOCUMENT

- At any time prior to the deadline for submission of bids, BESCOM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).
- The amendment will be notified in e-Procurement portal to all prospective Bidders. BESCOM will bear no responsibility or liability arising out of non-acknowledgment of the same before submitting the bid.
- In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, BESCOM may, at its discretion, extend the deadline for the submission of bids as deemed fit.
- Such amendments, clarifications, etc, shall be binding on the Bidders and to be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

20. LANGUAGE OF BID.

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and BESCOM shall be written in the **English language**, provided that any printed literature uploaded by the Bidder may be in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

21. DOCUMENTS COMPRISING THE BID.

- The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the services to be rendered, a brief description of services, quantity and prices upload in the e-procurement portal.
- The Bidder shall also upload documentary evidence to establish that the Bidder meets the Qualifying Requirements as detailed above and accompanying General Conditions of Contract if any.
- The Earnest Money Deposit shall be uploaded /furnished in accordance with the EMD clause.

22. EARNEST MONEY DEPOSIT (BID GUARANTEE).

- All bids must be accompanied with a refundable earnest money of **Rs. 90,000/- (Rupees Ninety thousand Only)** i.e., 2% of total amount put to tender. EMD shall be paid electronically through any of the four e-payment modes mentioned in the E-procurement portal.
- **Earnest money deposited by unsuccessful bidder/tenderers will be returned as soon as possible after the tender has been finalized.**
- EMD of successful bidder will be refunded after fulfilment of security deposit clause/Performance Guarantee clause.
- The deposit towards EMD as above shall not carry any interest.
- **Permanent EMD will not be considered.**

23. SECURITY DEPOSIT:

a) The bidder shall pay Security Deposit towards due performance of the Contract in the form of Demand Draft equal to **5% of the total contract value.** Alternatively, the successful bidder may furnish Bank Guarantee issued from Nationalized Banks/ Scheduled Banks equivalent to 5% of contract value covering contract period.

b) The Security deposit **shall be paid within two weeks from the date of the contract order** or shall be along with the acknowledgement for having received the Contract order whichever is earlier. **The Bank Guarantee need to be obtained with 90 days claim period.**

c) In case the Agency fails to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the Contract Order will also be cancelled.

d) The Security Deposit will be discharged without any interest at the end of successful completion of Contract period.

24. PERIOD OF VALIDITY OF BIDS.

- Bids shall remain valid for **90 days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.
- In exceptional circumstances, BESCOM may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

25. FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

D. SUBMISSION OF BIDS

26. FORMAT OF BID.

- The bids shall be **uploaded in the e-procurement portal**, on or before the last date and time of submission of bids. Bids not submitted through e- procurement portal and non-submission of EMD will be disqualified.
- The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the e-Procurement website. **(www.eproc.karnataka.gov.in)**

27. DEADLINE FOR SUBMISSION OF BIDS.

- Bids must be uploaded in the e-procurement portal on or before **05.12.2024 up to 16:00 Hours.**
- BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of BESCOM and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

28. MODIFICATION AND WITHDRAWAL OF BIDS.

- The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by BESCOM prior to the deadline prescribed for submission of bids.
- No bid may be modified subsequent to the deadline for submission of bids.
- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. BID OPENING AND EVALUATION.

29. OPENING OF BIDS .

BESCOM will open bids submitted through e-procurement portal.

30. CLARIFICATION OF BIDS.

To assist in the examination, evaluation and comparison of bids, BESCOM may, at its discretion, ask the Bidder for a clarification of his bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

31. PRELIMINARY EXAMINATION.

31.1 BESCOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether all the necessary documents have been properly uploaded, and whether the bids are generally in order.

31.2 BESCOM may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

32. EVALUATION OF BIDS.

32.1 The Techno – Commercial evaluation:

For purpose of these clauses, a substantially responsive Bid is one, which confirms basically to all the terms and conditions of the Bidding documents without deviation & confirming to technical specifications.

The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.

a) Payment of the EMD
b) Qualifying Requirements.
c) Acceptance for payment terms & confirming to all terms and other commercial conditions.
d) A bid determined as not substantially responsive will be rejected and may not

subsequently be made responsive by the Bidder by correction of the non-conformity.

e) BESCOM may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

32.2 COMPARISON OF PRICES.

The General Manager (A&HR) will evaluate and compare the Bids after determination of the substantial responsiveness of the Bids. **The comparison shall be on the basis of quoted values. The bidder should quote only the service charges in percentage (%). In case of more than one bidder happens to be L-1, selection will be done on the basis of - Highest total TURNOVER of the agency in last 5 years i.e., during 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24.**

33 CONTACTING THE BESCOM.

BESCOM, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, in writing. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

34 NEGOTIATIONS:

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not entertain any price negotiations, except with the lowest quoting bidder, whose offer is found to be fully technically compliant.

F. ISSUE OF CONTRACT ORDER

35 AWARD CRITERIA.

BESCOM will place the Contract Order on the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. BESCOM shall be the sole judge in this regard. No sub- contract is allowed.

36 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

BESCOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for owner's action.

37 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bidder, any or to listen to any representations.

38 NOTIFICATION OF AWARD:

Prior to the expiration of the period of bid validity and extended validity period, if any, BESCOM will notify the successful Bidder in writing by registered letter or fax, that its bid has been accepted.

39 TERMINATION FOR DEFAULT:

BESCOM may without prejudice to any other remedy for breach of Contract by 15 days written notice of default sent to the Service Provider, terminate the Contract in whole or in part.

a) If the Service Provider fails to deliver the services within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.
b) If the service provider fails to perform any other obligation(s) under the Contract.

40 Risk and Cost Service:

In the event, the Agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, BESCOM shall be at liberty to carry out pending activities or the total scope of contract through a Third party and recover the expenses from the original Agency. The cancellation of work contract may be either for whole or part of the work contract, and will be at the BESCOM option. However, before such cancellation, the BESCOM shall give two weeks' notice to the agency for taking corrective action. In case, the service provider does not take necessary corrective action to BESCOM satisfaction, within the said period, BESCOM shall be at liberty to terminate the work contract in part or whole. BESCOM may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The service provider shall be liable to the BESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the work contract to the extent not terminated under the provisions of this clause. If in the opinion of BESCOM, the service provider is not able to correct the fault even after notice BESCOM may terminate the work contract at the risk and cost of the service provider.

41 FORCE MAJEURE:

If at any time during the continuance of the order, the performance, in whole or in part by either party, or any obligations under the order, shall be prevented or delayed by reasons of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, floods, execution of this order directly or act of God (hereinafter referred to as events), then provided a notice of the happening of any such event is given by either party to other by letter/fax within 48 hours from the date occurrence thereof, neither party shall be for reasons of such events be entitled to terminate this order nor shall any party have any claim for damages against the other in respect of such non-performance or delay in performance in providing services under this order shall be resumed as soon as practicable after such an event has come to an end or ceased to exist.

Only events of Force Majeure, which impedes the execution of the contract at the time of its occurrences, shall be taken into cognizance.

42. ISSUE OF CONTRACT ORDER:

Contract order will be issued by the **General Manager (A&HR), Corporate office, BESCOM.** Whatever may be the conditions of services specified or indicated in the quotations, it is only the conditions indicated in the Contract Order and Scope of the work / technical specifications which will be binding upon BESCOM. On receipt of the Contract Order if any successful bidder finds

his inability to accept any of the terms/conditions, he shall raise the issue specifically and immediately get the matter clarified.

For any enquiries/held with respect to the tender floated in the e-procurement portal the details are as follows:
Supports Timings: (9.00 am to 9.00 pm)
Help Desk: +91-8046010000/ +91-8068948777 Or
E-mail: support@eprochelpdesk.com

Sd/-
General Manager (A&HR)
BESCOM